MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

TARA
COMMUNITY DEVELOPMENT DISTRICT 1

PLEDGE OF PUBLIC CONDUCT
WE MAY DISAGREE, BUT WE WILL BE RESPECTFUL OF ONE ANOTHER
WE WILL DIRECT ALL COMMENTS TO ISSUES
WE WILL AVOID PERSONAL ATTACKS

The regular meeting of the Board of Supervisors of the Tara Community Development District 1 was held on Tuesday, February 27, 2018 at 9:00 a.m. at the Tara Community Center, located at 7340 Tara Preserve Lane, Bradenton, Florida 34203.

Present and constituting a quorum:

Gene Rado
Dan Powers
Joe Mojica
Dave Woodhouse
Darby Connor

Board Supervisor, Chairman
Board Supervisor, Vice Chairman
Board Supervisor, Assistant Secretary
Board Supervisor, Assistant Secretary
Board Supervisor, Assistant Secretary

Also present were:

Angel Montagna
John Vericker
Rick Schappacher
Jim Kaluk
Scott Green
Dana Bryant

District Manager, Rizzetta & Company, Inc.
District Counsel, Straley & Robin
District Engineer, Schappacher Engineering
Field Manager
Field Services Manager, Rizzetta & Company, Inc.
Representative, Sunrise Landcare

Audience:

Audience Present

FIRST ORDER OF BUSINESS

Call to Order

Ms. Montagna called the meeting to order and conducted roll call.
SECON D ORDER OF BUSINESS

Pledge of Allegiance

Ms. Montagna led all those present in the Pledge of Allegiance.

THIRD ORDER OF BUSINESS

Adoption of Agenda

On a Motion by Mr. Woodhouse, seconded by Mr. Mojica, with all in favor, the Board of Supervisors approved the meeting agenda as presented for Tara Community Development District 1.

FOURTH ORDER OF BUSINESS

Audience Comments

Mr. Rado opened the floor for audience comments.

John Schmidt spoke regarding the bushes being too high on Tailfeather going south on Tara Blvd. and blocking the line of sight. Mr. Bryant will look at this area. Mr. Schmidt also spoke about Japanese Blueberry as tree replacements.

FIFTH ORDER OF BUSINESS

Staff Reports

A. Aquatics & Landscape Report

Ms. Montagna presented the Aquatics Reports for January and February 2018 as a representative from Aquatic Systems was not present at the meeting. The February Inspection Report and Phosphorus Jar Test results are attached as (Exhibit “A”).

Mr. Green presented and reviewed the Landscape Reports for January and February 2018. The February Inspection Report is attached as (Exhibit “B”).

Mr. Connor distributed some pictures of his landscape maintenance concerns. Attached as (Exhibit “C”). Mr. Bryant and Mr. Green will look at these areas of concern. Mr. Bryant will have proposals for adding ground covering and gravel inside the pump fences. Mr. Schappacher and Mr. Vericker will check on ownership of the dumping site that the golf course is dumping their debris in. If it is District property, Mr. Vericker will send a letter.

Mr. Green presented and reviewed two proposals from Sunrise Landscape for Viburnum replacement.

On a Motion by Mr. Rado, seconded by Mr. Connor, with all in favor, the Board of Supervisors approved Sunrise Landscape’s proposal for Viburnum replacement along Linger Lodge ($630.00) for Tara Community Development District 1.
On a Motion by Mr. Powers, seconded by Mr. Woodhouse, with all in favor, the Board of Supervisors approved Sunrise Landscape’s proposal for Viburnum replacement along Tara Boulevard ($750.00) for Tara Community Development District 1.

Mr. Bryant will provide proposals for the following: all tagged dead trees, spraying the Brazilian Peppers once removed, to manually clean up Tara Preserve Lane from the school to and around the corner of Owls Nest. Mr. Bryant will also look at the end of Aviary Court and see what needs to be cut back.

The Board approved Mr. Connor to ride along with Mr. Bryant and Mr. Green during the March landscape inspection for informational purposes only.

B. Field Manager Report
Mr. Kaluk reviewed his report dated February 27, 2018 with the Board. Mr. Connor distributed a handout with his areas of concern.

Mr. Kaluk will buy new timers to place out by the tennis courts. He will also hire someone to fix the gutter leaks at the Community Center. Mr. Kaluk will set the thermostat at 75 degrees unless there are parties that need the thermostat turned down lower.

On a Motion by Mr. Powers, seconded by Mr. Mojica, with four in favor and one opposed (Darby Connor), the Board of Supervisors approved keeping the thermostat set at 75 degrees unless parties need the thermostat adjusted for Tara Community Development District 1.

Ms. Montagna will send an email to all vendors that work with the District to use pump #2 at Tailfeather and Wingspan to fill their tanks for any water needed.

_The Board took a recess at 10:34 am and returned at 10:39 am with all those originally present still in attendance._

C. District Counsel
Mr. Vericker presented and reviewed the new Facilities Easement Agreement. Attached as (Exhibit “E”).

On a Motion by Mr. Rado, seconded by Mr. Connor, with all in favor, the Board of Supervisors approved the new Facilities Easement Agreement in substantial form and authorized District Chairman to execute the final agreement for Tara Community Development District 1.

District Engineer
Mr. Schappacher reviewed his community inspection report of the stormwater system with the Board. He stated that the County needs to replace the sidewalk panels and do the striping. Mr. Kaluk will contact the County to report all sidewalk and striping issues throughout the community.
Mr. Schappacher presented and reviewed the bid packages for the Storm Structure Repair and the Vegetation Clearing. Attached as (Exhibit “F”).

On a Motion by Mr. Powers, seconded by Mr. Connor, with all in favor, the Board of Supervisors approved the bid received for the Storm Structure Repair ($1,820.00) and the Storm Structure Repair ($2,535.00) for Tara Community Development District 1.

Mr. Schappacher stated that he could fix the structure at pond 45 for a not-to-exceed amount of $1,000.00.

On a Motion by Mr. Connor, seconded by Mr. Woodhouse, with all in favor, the Board of Supervisors authorized District Engineer to fix the structure at pond 45 at a not-to-exceed cost of $1,000.00 for Tara Community Development District 1.

On a Motion by Mr. Powers, seconded by Mr. Connor, with all in favor, the Board of Supervisors approved the bids received for Vegetation Clearing ($2,535.00) for Tara Community Development District 1.

D. District Manager

Ms. Montagna announced that the next meeting will be held on March 27, 2018 at 9:00 a.m.

Ms. Montagna stated that Mr. Kaluk send all landscape issues to Mr. Bryant, Mr. Green and District Manager so that all can be informed.

Ms. Montagna stated that everyone needs to review the agenda prior to the meeting so that the meetings can be moved along. She stated that this would be especially helpful during the budget months. Ms. Montagna informed the Board that the budget discussion would start at the March meeting and perhaps hold a budget workshop in April.

The Board would like Scott Brzendine to explain what the big change is from December to January on the Investment Summary in the financials.

Ms. Montagna gave an update on Ms. Cohen’s issues. The Board took no action.

SIXTH ORDER OF BUSINESS

Consideration of the Minutes of the Board of Supervisors’ Meeting held on January 23, 2018

Mr. Rado presented the minutes of the Board of Supervisors’ meeting held on January 22, 2018. There were a couple of changes to minutes that were made prior to the meeting.
On a Motion by Mr. Rado, seconded by Mr. Woodhouse, with all in favor, the Board approved the minutes of the Board of Supervisors’ meeting held on January 23, 2018 as amended for the Tara Community Development District 1.

SEVENTH ORDER OF BUSINESS
Consideration of Operation and Maintenance Expenditures for December 2017

Mr. Rado presented the Operations and Maintenance Expenditures for December 2017 to the Board.

On a Motion by Mr. Rado, seconded by Mr. Connor, with all in favor, the Board approved the Operation and Maintenance Expenditures for December 2017 ($139,103.13) as presented for the Tara Community Development District 1.

EIGHTH ORDER OF BUSINESS
Supervisor Requests

Mr. Mojica spoke about the re-class of the well maintenance. Ms. Montagna explained that yes, the hurricane damage to the wells will be re-classed to pump/well repairs, which will be over budget.

Mr. Woodhouse spoke about the Japanese Blueberry trees and Next Door Tara.

Mr. Powers spoke about pickle ball courts used by Golf and Club members.

Mr. Connor spoke regarding tables for pool and access issues.

NINTH ORDER OF BUSINESS
Adjournment

Mr. Rado stated that if there was no further business to come before the Board then a motion to adjourn would be in order.

On a Motion by Mr. Mojica, seconded by Mr. Woodhouse, with all in favor, the Board adjourned the meeting at 11:43 p.m. for the Tara Community Development District 1.

Secretary / Assistant Secretary

Chairman / Vice Chairman
Exhibit A
Tara Community Development District I Waterway Inspection Report

Inspection Date: 2/2/2018

Prepared for:
Ms. Angel Montagna
Rizzetta and Company
12750 Citrus Park Lane, Suite #115
Tampa, Florida 33625

Prepared by:
Sarah Bowen, Account Representative & Biologist
Aquatic Systems, Inc. – Sarasota Field Office
Corporate Headquarters
2100 N.W. 33rd Street, Pompano Beach, FL 33069
1-800-432-4302
# TABLE OF CONTENTS

## SITE ASSESSMENTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>PONDS 1-3</td>
<td>3</td>
</tr>
<tr>
<td>PONDS 4-6</td>
<td>4</td>
</tr>
<tr>
<td>PONDS 6A-8</td>
<td>5</td>
</tr>
<tr>
<td>PONDS 9-11</td>
<td>6</td>
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<tr>
<td>PONDS 12-13</td>
<td>7</td>
</tr>
<tr>
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<td>8</td>
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<td>PONDS 17-19</td>
<td>9</td>
</tr>
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<tr>
<td>PONDS 26-28</td>
<td>12</td>
</tr>
<tr>
<td>PONDS 29-31</td>
<td>13</td>
</tr>
<tr>
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<td>14</td>
</tr>
<tr>
<td>PONDS 35-37</td>
<td>15</td>
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<tr>
<td>PONDS 38-40</td>
<td>16</td>
</tr>
<tr>
<td>PONDS 41-43</td>
<td>17</td>
</tr>
<tr>
<td>PONDS 44, 45 &amp; 47</td>
<td>18</td>
</tr>
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<td>19</td>
</tr>
<tr>
<td>PONDS 51-52</td>
<td>20</td>
</tr>
</tbody>
</table>

## MANAGEMENT/COMMENTS SUMMARY

21-24

## SITE MAP

25
Site: 1

Comments:
Requires attention
Moderate amounts of Alligator Weed in Northwest section of perimeter. Minimal surface algae and littoral weeds present. Water clarity 1-2 ft. Great Blue Heron

Action Required:
Treat within 7 days

Target:
Alligatorweed

Site: 2

Comments:
Site looks good
Traces of surface algae and shoreline weeds observed. Water clarity less than 1 ft.

Action Required:
Routine maintenance next visit

Target:
Surface algae

Site: 3

Comments:
Requires attention
Minimal amounts of surface algae observed. Minor amounts of shoreline weeds present. Water clarity 1 ft.

Action Required:
Treat within 7 days

Target:
Shoreline weeds
### Site: 4

**Comments:**
Normal growth observed
Minimal amounts of surface algae observed. No shoreline weeds present. Water clarity less than 1 ft.

**Action Required:**
Routine maintenance next visit

**Target:**
Surface algae

---

### Site: 5

**Comments:**
Normal growth observed
Minimal amounts of surface algae observed. No shoreline weeds present. Water clarity 1-2 ft.

**Action Required:**
Routine maintenance next visit

**Target:**
Surface algae

---

### Site: 6

**Comments:**
Normal growth observed
Minimal amounts of shoreline weeds observed. No surface algae present. Water clarity 2-3 ft. Alligator observed.

**Action Required:**
Routine maintenance next visit

**Target:**
Surface algae
Site: 6A

Comments:
Normal growth observed
Traces of surface algae observed
Minimal amounts of shoreline weeds present. Water clarity 1ft.

Action Required:
Routine maintenance next visit

Target:
Shoreline weeds

Site: 7

Comments:
Normal growth observed
Traces of surface algae and shoreline weeds observed. Minimal amounts of Torpedograss present on littoral shelf. Water clarity 1-2ft.

Action Required:
Routine maintenance next visit

Target:
Torpedograss

Site: 8

Comments:
Requires attention
Minor amounts of surface algae observed. Minimal shoreline weeds and littoral weeds present. Water clarity 1ft. Mouflen observed

Action Required:
Treat within 7 days

Target:
Surface algae
Site: 9

Comments:
Requires attention
Minor amounts of surface algae observed. No shoreline weeds present. Water clarity 2-3ft. Alligator and turtles observed.

Action Required:
Treat within 7 days

Target:
Surface algae

Site: 10

Comments:
Normal growth observed
No visible surface algae algae observed. Minimal amounts of shoreline Cattails present. Water clarity 2-3ft

Action Required:
Routine maintenance next visit

Target:
Shoreline weeds

Site: 11

Comments:
Normal growth observed
Minor amounts of Hydrilla observed and shows positive signs of treatment. Traces surface algae and shoreline weeds present. Water clarity 2-3ft. Turtle observed.

Action Required:
Routine maintenance next visit

Target:
Hydrilla
## Site: 12

**Comments:**
Normal growth observed
Traces of surface algae observed
Minimal shoreline Torpedograss present. Water clarity 16.

**Action Required:**
Routine maintenance next visit

**Target:**
Torpedograss

### Site: 12A

**Comments:**
Site looks good.
No visible surface algae or shoreline weeds present. Water clarity 16. Snowy Egret observed.

**Action Required:**
Routine maintenance next visit

**Target:**
Shoreline weeds

## Site: 13

**Comments:**
Requires attention
Minimal amounts of surface algae present. Moderate amounts of Planktonic Algae observed. Traces of shoreline weeds present. Water clarity less than 16. Little Blue Heron observed.

**Action Required:**
Treat within 48 hours

**Target:**
Planktonic algae
Site: 14

Comments:
Normal growth observed
Minimal amounts of surface algae observed. No shoreline weeds present. Water clarity 1.9 ft.

Action Required:
Routine maintenance next visit

Target:
Surface algae

Site: 15

Comments:
Requires attention
Minor amount of surface algae observed, mostly collecting on littoral shelf. No shoreline weeds present. Water clarity 1.6 ft.

Action Required:
Treat within 7 days

Target:
Surface algae

Site: 16

Comments:
Normal growth observed
Minimal amounts of Hydrilla present below the water’s surface. Minimal Duckweed observed. Traces of surface algae and shoreline weeds present. Water clarity 1.1 ft.

Action Required:
Routine maintenance next visit

Target:
Floating Weeds
**Site: 17**

**Comments:**
Normal growth observed
No surface algae or shoreline weeds observed Minimal Torpedograss present on littoral shelf Water clarity 1-2ft Alligator observed

**Action Required:**
Routine maintenance next visit

**Target:**
Torpedograss

**Site: 18**

**Comments:**
Requires attention
Minimal surface algae and shoreline weeds observed Minor amounts of Torpedograss present in littoral shelf Auhunga, Great Blue Heron, and White Ibis

**Action Required:**
Treat within 7 days

**Target:**
Torpedograss

**Site: 19**

**Comments:**
Requires attention
Minimal amounts of shoreline weeds observed Minor surface algae and Azolla present Water clarity 1-2ft Great Egret, Little Blue Heron, and turtle observed

**Action Required:**
Treat within 7 days

**Target:**
Floating Weeds
Site: 20

Comments:
Site looks good
Traces of surface algae observed
No shoreline weeds present
Water clarity 1-2 ft. White Bys, Anhinga,
Cattle Egret, and Cormorant observed

Action Required:
Routine maintenance next visit

Target:
Surface algae

Site: 21

Comments:
Requires attention
Minor amounts of surface algae observed
No shoreline weeds present
Water clarity 1 ft.

Action Required:
Treat within 7 days

Target:
Surface algae

Site: 22

Comments:
Normal growth observed
Minimal amounts of surface algae
and shoreline weeds present
Traces of Duckweed observed
Also traces of Cattails present on
litoral shelf
Water clarity 1 ft.
Anhinga observed

Action Required:
Routine maintenance next visit

Target:
Surface algae
Site: 23

Comments:
Site looks good
No visible surface algae or shoreline weeds present. Water clarity 2-3 ft. White ibis and alligator observed.

Action Required:
Routine maintenance next visit

Target:
Shoreline weeds

Site: 24

Comments:
Requires attention
Minor amounts of surface algae observed. Traces of shoreline weeds present. Fish observed.

Action Required:
Treat within 7 days

Target:
Surface algae

Site: 25

Comments:
Normal growth observed
Minimal amounts of surface algae observed. Traces of shoreline weeds present. Water clarity 1-2 ft. Turtles, White ibis, alligator, and Moorhen observed.

Action Required:
Routine maintenance next visit

Target:
Surface algae
Site: 26

Comments:
Normal growth observed
Minimal amounts of surface algae present Traces of Cattails observed on littoral shelf. No shoreline weeds present. Water clarity 1-2 ft. White Ibis, Moorhens, and Sandhill Cranes observed.

Action Required:
Routine maintenance next visit

Target:
Surface algae

Site: 27

Comments:
Normal growth observed
Minimal amounts of surface algae and littoral Torpedo grass present No shoreline weeds observed

Action Required:
Routine maintenance next visit

Target:
Surface algae

Site: 28

Comments:
Normal growth observed
Minimal amounts of shoreline weeds observed Traces surface algae and Duckweed present Water clarity 1 ft

Action Required:
Routine maintenance next visit

Target:
Shoreline weeds
### Site: 29

**Comments:**
- Site looks good
- Minimal amounts of Baby Tears observed and shows signs of treatment
- No visible surface algae present
- Traces of shoreline weeds observed
- Water clarity 2-3 ft.

**Action Required:**
- Routine maintenance next visit

**Target:**
- Submerged vegetation

---

### Site: 30

**Comments:**
- Site looks good
- No visible surface algae or shoreline weeds present
- Water clarity 1-2 ft.
- Anhinga observed

**Action Required:**
- Routine maintenance next visit

**Target:**
- Shoreline weeds

---

### Site: 31

**Comments:**
- Normal growth observed
- No visible surface algae observed
- Traces of shoreline weeds present
- Water clarity 2-3 ft.
- Moorhens observed

**Action Required:**
- Routine maintenance next visit

**Target:**
- Shoreline weeds
Site: 32

Comments:
Normal growth observed
Minimal amounts of surface algae and traces of shoreline weeds present. Water clarity 1-2 ft. Turtle observed.

Action Required:
Routine maintenance next visit

Target:
Surface algae

Site: 33

Comments:
Normal growth observed
Minimal amounts of surface algae present. Remnants of Baby Teak treatment observed. No shoreline weeds present. Water clarity 1-2 ft. White Ibis observed.

Action Required:
Routine maintenance next visit

Target:
Surface algae

Site: 34

Comments:
Normal growth observed
Minimal amounts of Torpedograss present along the backside of the pond. Also minimal planktonic algae observed. Traces of surface algae present. Water clarity less than 1 ft. White Ibis observed.

Action Required:
Routine maintenance next visit

Target:
Torpedograss
Site: 35

Comments:
Normal growth observed
Minimal amounts of surface algae observed. No shoreline weeds present. Water clarity 1-2 ft.

Action Required:
Routine maintenance next visit

Target:
Surface algae

Site: 36

Comments:
Site looks good
No visible surface algae or shoreline weeds observed. Water clarity 2-3 ft.

Action Required:
Routine maintenance next visit

Target:
Shoreline weeds

Site: 37

Comments:
Normal growth observed
Minimal amounts of surface algae and no shoreline weeds present. Water clarity 1-2 ft. Great Egret observed.

Action Required:
Routine maintenance next visit

Target:
Surface algae
Site: 38

Comments:
Normal growth observed
Minimal amounts of surface algae observed. No shoreline weeds present. Water clarity 3-3.5 ft. Fish and turtles observed.

Action Required:
Routine maintenance next visit

Target:
Surface algae

Site: 39

Comments:
Site looks good
Minimal amounts of surface algae observed. No shoreline weeds observed. Water clarity 1-2 ft.

Action Required:
Routine maintenance next visit

Target:
Surface algae

Site: 40

Comments:
Site looks good
No visible surface algae or shoreline weeds observed. Water clarity 3-4 ft.

Action Required:
Routine maintenance next visit

Target:
Shoreline weeds
Site: 41

Comments:
Site looks good
No visible surface algae or shoreline weeds observed. Water clarity 1-2ft.

Action Required:
Routine maintenance next visit

Target:
Shoreline weeds

Site: 42

Comments:
Normal growth observed
Minimal amounts of surface algae observed. No shoreline weeds present. Water clarity 1-2ft.

Action Required:
Routine maintenance next visit

Target:
Surface algae

Site: 43

Comments:
Site looks good
Traces of surface algae observed
No shoreline weeds present. Great Blue Heron observed

Action Required:
Routine maintenance next visit

Target:
Surface algae
Site: 44

**Comments:**
Normal growth observed
Minimal amounts of surface algae observed. Most Alligator Weed present along the perimeter is treated. Water clarity 1-2 ft. Moorhen and turtles observed.

**Action Required:**
Routine maintenance next visit

**Target:**
Surface algae

Site: 45

**Comments:**
Normal growth observed
Minimal amounts of surface algae observed. No shoreline weeds present. Water clarity 1 ft. Alligator observed.

**Action Required:**
Routine maintenance next visit

**Target:**
Surface algae

Site: 47

**Comments:**
Requires attention
Moderate amounts of surface algae present on littoral shelf and perimeter. No shoreline weeds observed.

**Action Required:**
 Treat within 48 hours

**Target:**
Surface algae
**Site: 48**

**Comments:**
Requires attention
Moderate amounts of surface algae observed. Traces of shoreline weeds present. Water clarity 1-2 ft. Wood Stork and Tri-colored Heron observed.

**Action Required:**
Treat within 48 hours

**Target:**
Surface algae

**Site: 49**

**Comments:**
Site looks good
No visible surface algae observed. Traces of shoreline weeds present. Water clarity 1-2 ft.

**Action Required:**
Routine maintenance next visit

**Target:**
Shoreline weeds

**Site: 50**

**Comments:**
Site looks good
No visible surface algae or shoreline weeds present. Water clarity 1 ft. Sandhill Crane observed nesting in littoral shelf.

**Action Required:**
None at this time

**Target:**
Shoreline weeds
**Site: 51**

**Comments:**
Site looks good
No visible surface algae observed
Traces of shoreline weeds present
Water clarity 2-3 ft.

**Action Required:**
Routine maintenance next visit

**Target:**
Shoreline weeds

---

**Site: 52**

**Comments:**
Site looks good
No visible surface algae observed
Traces of shoreline weeds present
Water clarity 1-2 ft. Little Blue Heron, Snowy Egret, Tricolored Heron, Great Egret.

**Action Required:**
Routine maintenance next visit

**Target:**
Shoreline weeds
Management Summary

Of the 53 ponds on site at Tara CDD, currently 13 require attention for excess growth. Of those, only 3 require treatment within 48 hours for different forms of algae. The remaining 40 ponds are demonstrating low to normal growth levels and will receive routine maintenance during the visits in February. Targets for routine maintenance include algae, grasses, submersed vegetation, and floating weeds.

- **Ponds Requiring Attention within 48 Hours:**
  - Pond #13 - Planktonic Algae
  - Pond #47 - Surface Algae
  - Pond #48 - Surface Algae

- **Ponds Requiring Attention within 7 Days:**
  - Pond #1 - Alligator Weed
  - Pond #3 - Shoreline Weeds
  - Pond #8 - Surface Algae
  - Pond #9 - Surface Algae
  - Pond #15 - Surface Algae
  - Pond #18 - Torpedograss
  - Pond #19 - Floating Weeds
  - Pond #21 - Surface Algae
  - Pond #24 - Surface Algae

During the last CDD meeting, proposals for Alum Resets on Pond #18 and 45, along with an Alum Jar Test on Pond #23, were approved by the board. These recommendations come after testing results identified high levels of nutrients in all 3 ponds. The Alum Jar Test will identify the proper chemical concentrations required to perform an Alum Reset on Pond #23, proposal to follow. The Alum Resets to be performed on Pond #18 and 45 are similar to the applications currently being made to Pond #4. The goal of the reset is to float out nutrients from the water column that can cause algae production. Due to repeated issues, Pond #4 is on a recurring monthly schedule, which is not typical. The Alum Resets on Pond #18 and 45 will be split into three parts, which allows for the pH to be monitored as to not over-stress the pond. However, the same reduction of nutrients are expected. Once the treatments are scheduled, property management will be notified.

Wildlife observed during this inspection include alligators, Little Blue Herons, Snowy Egrets, Tricolored Herons, Great Egrets, Anhinga, Sandhill Cranes, Wood Stork, Moorhens, turtles, Great Blue Herons, fish, White Ibis, Cattle Egret, and Cormorant.

One pond this month is advise not to receive treatment at this time. Sandhill Cranes were observed nesting within the littoral area of Pond #50. This is similar to the activities observed in this littoral shelf last year. It is important to note that if a Sandhill Crane is identified in any littoral areas, that by law, it is illegal for our technicians to treat any vegetation or spray any chemicals within close proximity of the nest. In some cases, this disqualifies the entire shelf from treatment and possibly the entire pond. Sandhill Cranes are a protected species and any activities that cause the bird to leave its nest is a federal offense.

Recommendations/Action Items

- **Treatment of the following within 48 Hours:**
  - Pond #13 - Planktonic Algae
  - Pond #47 - Surface Algae
  - Pond #48 - Surface Algae

- **Treatment of the following within 7 Days:**
  - Pond #1 - Alligator Weed
  - Pond #3 - Shoreline Weeds
  - Pond #8 - Surface Algae
  - Pond #9 - Surface Algae
  - Pond #15 - Surface Algae
  - Pond #18 - Torpedograss
  - Pond #19 - Floating Weeds
  - Pond #21 - Surface Algae
  - Pond #24 - Surface Algae

Schedule and perform Alum Jar Test on Pond #23

Schedule and perform Alum Resets on Pond #18 and 45

Avoid treatment on Pond #50 due the nesting Sandhill Cranes

Continue to promote native vegetation site wide

Aquatic Systems, Inc. 1-800-432-4302
<table>
<thead>
<tr>
<th>Site</th>
<th>Comments</th>
<th>Target</th>
<th>Action Required</th>
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<td>Alligatorweed</td>
<td>Treat within 7 days</td>
</tr>
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<td>Surface algae</td>
<td>Routine maintenance next visit</td>
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<td>Shoreline weeds</td>
<td>Treat within 7 days</td>
</tr>
<tr>
<td>4</td>
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<td>Routine maintenance next visit</td>
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<td>Surface algae</td>
<td>Treat within 7 days</td>
</tr>
<tr>
<td>10</td>
<td>Normal growth observed</td>
<td>Shoreline weeds</td>
<td>Routine maintenance next visit</td>
</tr>
<tr>
<td>11</td>
<td>Normal growth observed</td>
<td>Hydrilla</td>
<td>Routine maintenance next visit</td>
</tr>
<tr>
<td>12</td>
<td>Normal growth observed</td>
<td>Torpedograss</td>
<td>Routine maintenance next visit</td>
</tr>
<tr>
<td>12A</td>
<td>Site looks good.</td>
<td>Shoreline weeds</td>
<td>Routine maintenance next visit</td>
</tr>
<tr>
<td>13</td>
<td>Requires attention</td>
<td>Planktonic algae</td>
<td>Treat within 48 hours</td>
</tr>
<tr>
<td>14</td>
<td>Normal growth observed</td>
<td>Surface algae</td>
<td>Routine maintenance next visit</td>
</tr>
<tr>
<td>15</td>
<td>Requires attention</td>
<td>Surface algae</td>
<td>Treat within 7 days</td>
</tr>
<tr>
<td>16</td>
<td>Normal growth observed</td>
<td>Floating Weeds</td>
<td>Routine maintenance next visit</td>
</tr>
<tr>
<td>17</td>
<td>Normal growth observed</td>
<td>Torpedograss</td>
<td>Routine maintenance next visit</td>
</tr>
<tr>
<td>18</td>
<td>Requires attention</td>
<td>Torpedograss</td>
<td>Treat within 7 days</td>
</tr>
<tr>
<td>19</td>
<td>Requires attention</td>
<td>Floating Weeds</td>
<td>Treat within 7 days</td>
</tr>
<tr>
<td>20</td>
<td>Site looks good</td>
<td>Surface algae</td>
<td>Routine maintenance next visit</td>
</tr>
<tr>
<td>21</td>
<td>Requires attention</td>
<td>Surface algae</td>
<td>Treat within 7 days</td>
</tr>
<tr>
<td>Site</td>
<td>Comments</td>
<td>Target</td>
<td>Action Required</td>
</tr>
<tr>
<td>------</td>
<td>--------------------------</td>
<td>-----------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>22</td>
<td>Normal growth observed</td>
<td>Surface algae</td>
<td>Routine maintenance next visit</td>
</tr>
<tr>
<td>23</td>
<td>Site looks good</td>
<td>Shoreline weeds</td>
<td>Routine maintenance next visit</td>
</tr>
<tr>
<td>24</td>
<td>Requires attention</td>
<td>Surface algae</td>
<td>Treat within 7 days</td>
</tr>
<tr>
<td>25</td>
<td>Normal growth observed</td>
<td>Surface algae</td>
<td>Routine maintenance next visit</td>
</tr>
<tr>
<td>26</td>
<td>Normal growth observed</td>
<td>Surface algae</td>
<td>Routine maintenance next visit</td>
</tr>
<tr>
<td>27</td>
<td>Normal growth observed</td>
<td>Surface algae</td>
<td>Routine maintenance next visit</td>
</tr>
<tr>
<td>28</td>
<td>Normal growth observed</td>
<td>Shoreline weeds</td>
<td>Routine maintenance next visit</td>
</tr>
<tr>
<td>29</td>
<td>Site looks good</td>
<td>Submersed vegetation</td>
<td>Routine maintenance next visit</td>
</tr>
<tr>
<td>30</td>
<td>Site looks good</td>
<td>Shoreline weeds</td>
<td>Routine maintenance next visit</td>
</tr>
<tr>
<td>31</td>
<td>Normal growth observed</td>
<td>Shoreline weeds</td>
<td>Routine maintenance next visit</td>
</tr>
<tr>
<td>32</td>
<td>Normal growth observed</td>
<td>Surface algae</td>
<td>Routine maintenance next visit</td>
</tr>
<tr>
<td>33</td>
<td>Normal growth observed</td>
<td>Surface algae</td>
<td>Routine maintenance next visit</td>
</tr>
<tr>
<td>34</td>
<td>Normal growth observed</td>
<td>Torpedograss</td>
<td>Routine maintenance next visit</td>
</tr>
<tr>
<td>35</td>
<td>Normal growth observed</td>
<td>Surface algae</td>
<td>Routine maintenance next visit</td>
</tr>
<tr>
<td>36</td>
<td>Site looks good</td>
<td>Shoreline weeds</td>
<td>Routine maintenance next visit</td>
</tr>
<tr>
<td>37</td>
<td>Normal growth observed</td>
<td>Surface algae</td>
<td>Routine maintenance next visit</td>
</tr>
<tr>
<td>38</td>
<td>Normal growth observed</td>
<td>Surface algae</td>
<td>Routine maintenance next visit</td>
</tr>
<tr>
<td>39</td>
<td>Site looks good</td>
<td>Surface algae</td>
<td>Routine maintenance next visit</td>
</tr>
<tr>
<td>40</td>
<td>Site looks good</td>
<td>Shoreline weeds</td>
<td>Routine maintenance next visit</td>
</tr>
<tr>
<td>41</td>
<td>Site looks good</td>
<td>Shoreline weeds</td>
<td>Routine maintenance next visit</td>
</tr>
<tr>
<td>42</td>
<td>Normal growth observed</td>
<td>Surface algae</td>
<td>Routine maintenance next visit</td>
</tr>
<tr>
<td>43</td>
<td>Site looks good</td>
<td>Surface algae</td>
<td>Routine maintenance next visit</td>
</tr>
<tr>
<td>44</td>
<td>Normal growth observed</td>
<td>Surface algae</td>
<td>Routine maintenance next visit</td>
</tr>
<tr>
<td>Site</td>
<td>Comments</td>
<td>Target</td>
<td>Action Required</td>
</tr>
<tr>
<td>------</td>
<td>-------------------</td>
<td>---------------</td>
<td>--------------------------------------</td>
</tr>
<tr>
<td>45</td>
<td>Normal growth observed</td>
<td>Surface algae</td>
<td>Routine maintenance next visit</td>
</tr>
<tr>
<td>47</td>
<td>Requires attention</td>
<td>Surface algae</td>
<td>Treat within 48 hours</td>
</tr>
<tr>
<td>48</td>
<td>Requires attention</td>
<td>Surface algae</td>
<td>Treat within 48 hours</td>
</tr>
<tr>
<td>49</td>
<td>Site looks good</td>
<td>Shoreline weeds</td>
<td>Routine maintenance next visit</td>
</tr>
<tr>
<td>50</td>
<td>Site looks good</td>
<td>Shoreline weeds</td>
<td>None at this time</td>
</tr>
<tr>
<td>51</td>
<td>Site looks good</td>
<td>Shoreline weeds</td>
<td>Routine maintenance next visit</td>
</tr>
<tr>
<td>52</td>
<td>Site looks good</td>
<td>Shoreline weeds</td>
<td>Routine maintenance next visit</td>
</tr>
</tbody>
</table>
Tara CDD
Phosphorus Jar Test

Sample date: 2/8/2018
Report date: 2/20/2018

Produced by: Jordana Cutajar
Lab and Field Biologist

Aquatic Systems
LAKE & WETLAND SERVICES

2100 NW 33rd Street
Pompano Beach, FL 33069
800-432-4302
www.aquaticsystems.com
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Water analysis revealed elevated phosphorus levels in this pond. Phosphorus levels of less than 100 ppb are recommended for freshwater systems. Water testing was performed in order to determine a safe and effective rate for Alum.

**Phosphorus Jar Test: Desired range is <100 ppb**

<table>
<thead>
<tr>
<th>Alum Concentration (ppm)</th>
<th>Total Phosphorus (ppb)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>242</td>
</tr>
<tr>
<td>30</td>
<td>228</td>
</tr>
<tr>
<td>60</td>
<td>45</td>
</tr>
<tr>
<td>90</td>
<td>21</td>
</tr>
</tbody>
</table>

**Water Clarity Jar Test: Desired Range is <5 NTU**

<table>
<thead>
<tr>
<th>Alum Concentration (ppm)</th>
<th>Turbidity (NTU)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>1.00</td>
</tr>
<tr>
<td>30</td>
<td>1.04</td>
</tr>
<tr>
<td>60</td>
<td>0.54</td>
</tr>
<tr>
<td>90</td>
<td>0.57</td>
</tr>
</tbody>
</table>

**pH Titration: Dosing Limitations**

In order to protect aquatic life it is recommended that pH levels do not drop below 6.5.

It is also recommended that pH levels are not altered by more than one pH unit.

It is recommended that Alum dosage does not exceed 60 ppm at any one time since pH levels drop too low.

**Recommendations**

Based on test results, the following is recommended:

- **Alum Treatment**
  - Dose: 60 ppm

- **Follow-up Total Phosphorus testing**
  - When: 1 week after treatment

Due to external factors not accounted for in lab tests, phosphorus reduction rates in the field may be lower or higher than are estimated by lab results. Additional Alum treatments may be required if target is not reached with the scheduled applications.
**Trophic State Index (TSI)**

A Trophic State Index (TSI) provides a single quantitative result for the purpose of classifying and ranking lakes in terms of water quality.

Nutrients such as phosphorus are usually the limiting resource for algae and plant abundance and therefore are used in creating a TSI reference number. Generally, the higher the TSI the greater the likelihood of elevated nutrient levels, increased algae problems and decreased water clarity.

Most of Florida’s geology provides for very nutrient rich sediments which cause lakes to have naturally high primary productivity and be naturally eutrophic.

- **Oligotrophic (<30):** Very low biological productivity - Clear Water, bottom, well oxygenated, few plants and animals
- **Mesotrophic (30-60):** Low to medium biological productivity - moderately clear water, abundant plant growth
- **Eutrophic (50-70):** High biological productivity - fair water clarity, muck accumulation, dense plant growth and algae mats
- **Hypereutrophic (>70):** Very high productivity - plankton algae blooms, low oxygen, fish kills, poor water clarity and quality, limited submerged plant growth, muck accumulation, bottom and surface algae mats dominate

---

**Nutrient tested**

<table>
<thead>
<tr>
<th>Nutrient</th>
<th>Desired Range</th>
<th>Issues with high levels</th>
<th>Likely causes of high levels</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Phosphorus</td>
<td>≤100 ppb</td>
<td>&gt;100 ppb can cause excessive aquatic weeds and algae</td>
<td>Reclaimed water discharge, landscape fertilizer runoff and agricultural drainage, phosphorus laden bottom sediments</td>
</tr>
</tbody>
</table>

**Alum (Aluminum Sulfate)**

A product that binds phosphorus in its various forms, removing it from the water column and binding it within the sediment layer, thus making it unavailable for uptake by organisms. This treatment has been shown in multiple studies to significantly reduce nutrient levels and improve water clarity.
Exhibit B
TARA CDD 1
FIELD INSPECTION REPORT

Feb. 6th, 2018
Rizzetta & Company
L. Scott Green – Field Services Manager
The following are action items for Sunrise Landscaping complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. Red text indicates deficient from previous report. Bold Red text indicates deficient for more than a month. Green text indicates a proposal has been requested. Blue indicates irrigation.

1. **Reference Pic (1)** Located at front of Tara CDD The Preserve. The annuals have been effected by the freezing temps and are brown and in decline. Ask contractor to submit date as to when new annuals will be installed and what type of annual will be installed.

2. **Reference Pic (2)** Located in the median of Tara Preserve Ln. annuals in this landscape bed have also been effected by the freezing temps and have dead brown plant material that needs to be removed. Ask contractor to submit date as to when these annuals will be replaced and to monitor other plant material that has been effected by the freezing temps.
3. Reference Pic (3) Landscape bed located in the middle of Tara Preserve Ln. that has plant material that has been effected by the freezing temps and needs to have dead brown material trimmed away and annuals that were effected need to be replaced.

4. Reference Pic (4) Located along Tara Preserve Ln. tree stumps have been grounded up, but there is still a large mound of debris from stump grinding that needs to be removed and area leveled off. Ask contractor to submit date as to when this can be completed.

5. Landscape beds in this area also need to be edged and redefined and treated with herbicide for weed control. Beds also need to be re-mulched. Referenced in last months report.

6. Reference Pic (5) Landscape beds still have large any mounds that need to be spot treated and when mound is dead dirt from mound disbursed. Ask contractor to submit date as to when ant mounds will be treated.
7. **Reference Pic (6)** Located at the corner of Tara Preserve Ln. and Linger Lodge there is a large pile of debris that needs to be cleaned up (removed). Ask contractor to submit date as to when debris will be removed and when cleanup project along fence will be completed.

8. **Reference Pic (7)** Hedge row along Tara Blvd. is dead and needs to be replaced.

9. Ask contractor to also submit proposal to remove and replace plant material referenced in item (8) as the plant material is dead and did not survive being removed and replanted to fix irrigation leak.

10. **Reference Pic (8)** Located throughout the community grass around ponds needs to be string trimmed all the way down to water line. Referenced in last months report. Ask contractor to submit date as to when this service can and will be completed.

11. **Reference Pic (8)** Located on the 15th hole area inside fence to irrigation pump is inundated with weeds and needs to string trimmed and treated with herbicide for weed control.
12. **Reference Pic (09)** Located along Tara Blvd. there are low hanging tree limbs over sidewalk that need to be trimmed and lifted as they could pose a hazard to a pedestrian walking or riding bike on sidewalk. Ask contractor to submit date as to when these low hanging tree limbs can be trimmed.

13. **Reference Pic (10)** Located at the base of palm trees throughout the community boots from palms that have fallen need to be picked up and removed. Ask contractor to submit date as to when boots can be picked up and removed.

14. **Reference Pic (11)** Hedge row along Blvd. has a large void of plant material that needs to be filled in to complete the hedge row. Ask contractor to submit proposal to install new plant material in this hedge row.
Exhibit C
MAYNOLIA PARK
CANCER (LOW)
(Roger Myer)
C/O TARA
Bldg A & C
Preserve Lane
Debris
All Along Patux
Lake Needs To
Be Picked Up.
Nothing To Do
With ENFORD\"
Blazed Stand in area of drain on creek bank. Presence of ground debris and blades of grass visible.
More litter
Not picked up.
Same location
(4.23)

UNPLANNED EVENT

IRMA: quick response by pump (4 tires) since pump located and checked.

MTY, 5 weeks

to UPM.
Exhibit D
LDEO

Tail Pipeline

Errection Pump

Same giving to Jim and George

Angelo at 1AF

Jan 23 CP
Both
Both doors
Do Not Shut
Open 24-7
AT LAST
CHANGE MY
SEAT! NO
PLUMBER NEAR!
VIM CAN REPLACE
K MINUS 3
NOTICE

The Thermostats have been programmed to provide a low temperature of 75 degrees during your planned activity.

This temperature setting was mandated by the Tara CDD Board of Supervisors at the May 25, 2010 meeting in an effort to reduce the rising cost of electricity in the Community Center.

Please Do Not attempt to gain access to the thermostat. If some extraordinary event requires cooler temperature, Please contact the Field Manager.
The Thermostat Are at 72.9°
And Set at 72.9°

The Ideal Office Temp Recommended by Our Staff is
73°. In 2010
The Board
Decided to Maintain
75°F Who Chg
To 72°F

Any Temps below
77°F degrees
Increases Electric
Cost by as much
As 4700
At $72°C at
5 degrees below
No (heat) Again
Cost by Over 400
So, What Is the Ideal Office Temperature?
Water Bills

I noticed that city water usage cost has more than doubled since 2010 from $149 a month to $346 a month. (see attachment)

Reasons
In 2012 a new board was seated; we lost the Field Supervisor, changed landscaper from Florida Lawnpros to WestBay, and replaced Aquagenics with Aquatic Systems. It appears the replacements had no idea of where to get large amounts of water to fill their tanks and equipment for pond maintenance, landscaping and pressure washing.

All previous vendors filled up their equipment at the pump station on the corner of Tara Preserve Lane. We have a faucet and had a hose for them to fill their tanks with free well water rather than expensive chlorinated city water.

Somehow, it was decided to allow all new vendors to pull up on the lawn next to the community center and given a hose to fill up with expensive metered city water. This more than doubled our cost from $1,788. annually to $4,152. annually (approximately a 130% increase).

We need to stop this process effective immediately and give a key to the gate to Aquatic Systems, Sunrise and Ace Pressure Washing in order for them to be able to fill their equipment and large pressure washing tanks. We have a water faucet on the tank and can leave a hose for them for free natural water. No more vendors at the community center. Consideration must be given to the impact on cost when we make decisions without researching first.
Hi,

Here are the amounts from Manatee County Utilities:
October 2010 - $149
December 2011 - $183
September 2012 - $188
September 2013 - $187
September 2014 $334
September 2015 - $224
September 2016 - $308
September 2017 - $294
November 2017 - $346

If you need to see bills let me know as I will have to go back through the agendas to pull them which will take some time. I pulled the amounts from each end of year. The in between months were about the same as the ones I posted above. The ones I highlighted is where it has seemed to increase.

From: Darby Connor [mailto:Seat4@TaraCDD.org]
Sent: Friday, January 26, 2018 10:15 AM
To: Angel Montagna <AMontagna@rizzetta.com>
Subject: City water cost.

Angel,
I need your help to identify our increased cost of city water, I believe I know the reason why and how we can cut cost considerably.
When you have a chance can you get me the average monthly cost of city water back in the 2011 time frame versus now. Maybe six months worth preferably may to September.
No hurry I can assess the data in a matter of minutes once I have it, but I want to address it at our Feb mtg if it is what I think is we can cut cost immediately.
Thanks Darby
Get Outlook for Android
Exhibit E
FACILITIES EASEMENT AGREEMENT

THIS FACILITIES EASEMENT AGREEMENT ("Agreement") dated April 1, 2018 (the "Effective Date") is made and entered into by and between Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC, with offices at 7201 North Federal Highway, Boca Raton Florida 33487 ("Grantee") and Tara Community Development District 1 (the "CDD") with offices at 9530 Marketplace Blvd., Suite 206, Fort Myers, Florida 33912 and Tara Master Association, Inc., with offices at c/o Resource Property Management, Bradenton Florida 34211 (the "Association" together with the CDD collectively referred to herein as "Grantor").

RECITALS

A. Grantor is the fee owner and/or has control over certain common area real property located in the City of Bradenton, County of Manatee County, State of Florida, as more particularly shown on Exhibit A attached hereto and incorporated herein by reference (the "Property").

B. Grantee has installed underground and/or above-ground communications, broadband, cable television system or other similar facilities, including, without limitation, lines, cables, amplifiers and other electronic equipment, towers and poles in order to provide broadband communication services to the Property (the "Facilities") on a portion of the Property, as more particularly shown on Exhibit B attached hereto and incorporated herein by reference (the "Easement Area").

C. Grantee has requested, and Grantor has agreed to grant and convey to Grantee, a permanent, non-exclusive easement over, across, under and through the Easement Area for access to, and the installation, construction, operation, maintenance, repair, reconstruction, replacement, or removal of the Facilities, and over and across the Property for pedestrian and vehicular access and ingress to and egress from the Easement Area.

NOW, THEREFORE, in consideration of the recitals set forth above, the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

EASEMENT

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive easement and right of way over, across, under, and through the Easement Area, together with a non-exclusive easement and right of way over, across, under, and through those
portions of the Property as are reasonably necessary for Grantee to access the Facilities and perform such installation, construction, operation, maintenance, repair, reconstruction, replacement, or removal of the Facilities, whether by pedestrian or vehicular access.

2. **Purpose of Agreement.** The easement granted herein is for the purpose of allowing Grantee's employees, agents, and contractors to access, install, construct, operate, maintain, repair, reconstruct, replace or remove the Facilities in order to provide broadband communication services to the Property. Grantee shall not use the Easement Area for any other purpose.

3. **Access.** Grantee shall have access to the Easement Area 24 hours a day, 7 days a week. Grantee's use of the Easement Area may not unreasonably interfere with the use of the Easement Area by Grantor or Grantor's employees, agents, residents or visitors.

4. **Equipment.** Certain additional equipment owned by Grantee ("Grantee's Equipment") is located on the Property. Grantee, its employees, agents, and contractors shall have the right to access, operate, maintain, repair, reconstruct, replace or remove Grantee's Equipment. Grantee shall provide reasonable notice to Grantor prior to entry into the Building or the equipment room, except in the event of an emergency, when Grantee shall notify Grantor as soon as practical following such entry. The right of entry into the Building shall be for the sole purpose set forth in this Section 4, and for no other purpose without the prior written consent of Grantor.

5. **Easement Fee.** As consideration for the rights provided to Grantee in this Agreement, Grantee shall pay to Grantor a one-time easement fee of $10.00 (the "Easement Fee") which shall be due and payable within 30 days of full execution of this Agreement. In the event Grantee fails to pay the Easement Fee when due, this Agreement shall not be void or voidable, but rather, Grantor shall provide Grantee with written notice of such failure to pay the Easement Fee and Grantee shall have 90 days from Grantee's receipt of such notice to cure such breach of this Agreement. Should Grantee fail to cure any such breach within 90 days of Grantee's receipt of written notice thereof, Grantor shall be entitled to commence collection proceedings against Grantee, or (ii) terminate this Agreement.

6. **Reservation of Right to Use.** Grantor reserves the right of ownership, use, and occupancy of the Property insofar as said ownership, use, and occupancy does not impair the rights granted to Grantee in this Agreement. However, Grantor shall not use or occupy the Easement Area or the Property in any manner that impairs the rights granted to Grantee in this Agreement. Without limiting the foregoing, it is understood and agreed by Grantor that no building, structure, or other improvements of any kind may be placed by Grantor on the Easement Area; provided, however, that Grantor may install asphalt paving and curbing, cement surface sidewalks and curbs, sod, and other landscaping, turf irrigation lines, and other utility lines on the Easement Area and the Property (the "Improvements"), so long as the same do not interfere with Grantee's use of the Easement Area. Any such improvements on the Easement Area shall not be installed until Grantor
has obtained Grantee's prior written consent, which consent shall not be unreasonably withheld or delayed.

7. **Repair of Damage.** Grantee shall promptly repair any damage to the Easement Area, the Property, or Grantor Improvements caused by the exercise of Grantee's rights granted under this Agreement. All damage to the Easement Area caused by Grantor, its agents, or employees shall be the sole responsibility of Grantor, including all maintenance and repair required to the Grantor Improvements.

8. **Indemnity.** The CDD, to the extent permitted under applicable law, and the Association shall indemnify, defend, and hold Grantee, its parents, subsidiaries, affiliates, directors, officers and employees harmless from and against any liabilities, claims, damages, costs, losses, or expenses arising out of or related to Grantor's (i) use of the Easement Area by it or its agents, employees, contractors, licensees, and invitees; (ii) negligent or willful act or omission; (iii) failure to comply with the terms of this Agreement; or (iv) interference with Grantee's use and enjoyment of the Easement Area. Grantee shall indemnify, defend and hold Grantor harmless from and against any liability, claims, damages, costs, losses, or expenses arising out of or related to Grantee's (i) interference with Grantor's use and enjoyment of the Property or of the Easement Area, except as permitted herein; (ii) negligent or willful act or omission; or (iii) failure to comply with the terms of this Agreement.

9. **Relinquishment.** In the event that Grantee, in its sole discretion, determines that Grantee no longer needs the Easement Area, Grantee may relinquish the rights granted to it under this Agreement by quit-claiming Grantee's interest in the Easement Area to Grantor. Upon such relinquishment, Grantee may, at its option, leave in place all underground Facilities installed on the Easement Area, or may remove the same and repair and restore any damage to the Easement Area and the Property caused by such removal. Notwithstanding the foregoing, the easement shall automatically expire 5 years after Grantee no longer provides any of its services to the Property.

10. **Notices.** All notices, demand, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

    **If to the CDD:**

    Tara Community Development District 1
    7340 Tara Preserve Lane
    Bradenton, Florida 34203
    Attn: District Manager
If to the Association:

Tara Master Association, Inc.
c/o Resource Property Management
2025 Lakewood Ranch Blvd., Ste 203
Bradenton Florida 34211
Attn.: Property Manager

With a copy to:

Straley & Robin
1510 W. Cleveland Street
Tampa, Florida 33606
Attn: John Vericker, Esq.

Najmy Thompson
Attorneys at Law
1401 8th Avenue West
Bradenton, Florida 34205
Attn: Richard Weller

If to Grantee:

Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC
7201 North Federal Highway
Boca Raton Florida 33487
Attn.: XFINITY Communities

With a copy to:

Comcast Cable Communications, LLC
One Comcast Center
Philadelphia, PA 19103
Attn: General Counsel

Delivery of any notice shall be deemed to be effective on the date of personal delivery, on the date set forth on the return receipt of registered or certified mail, or on the next business date of delivery to a nationally recognized overnight courier service, as the case may be.

11. Miscellaneous. This Agreement constitutes the entire agreement between Grantor and Grantee with respect to the subject matter hereof, and there are no oral or other agreements existing between Grantor and Grantee with respect to the subject matter hereof which are not expressly set forth in this Agreement. This Agreement may be amended, revised, waived, discharged, released or terminated only by a written
instrument executed by both parties hereto. All of the provisions of this Agreement, shall be binding upon and inure to the benefit of Grantor, Grantee and their respective successors and assigns. The easement granted herein shall run with the land and burden the Property. This Agreement shall be governed by the laws of the State of Florida with venue in Manatee County, Florida.

12. **Dispute Resolution.** All disputes under this Agreement shall be submitted to and settled by arbitration in accordance with the rules of the American Arbitration Association. The parties shall appoint a mutually agreeable arbitrator reasonably familiar with broadband communications systems and services. In the event the parties are unable to agree to a single arbitrator, the dispute shall be submitted to a panel of 3 arbitrators, one of which shall be reasonably familiar with broadband communications systems and services. Each party shall appoint an arbitrator and the two arbitrators so appointed shall then select a third arbitrator. The arbitrators shall apply applicable federal laws and regulations and the laws of the jurisdiction in which the Premises is located, without regard to its choice of law principles. The decision of the arbitrators shall be binding and conclusive on all parties involved, and judgment upon their decision may be entered in a court of competent jurisdiction. The prevailing party in any such arbitration shall be entitled to collect from the non-prevailing party all costs of the arbitration, including reasonable attorneys' fees.

13. **Counterparts.** This Agreement may be executed in counterparts, each of which (or any combination of which) when signed and delivered by all of the parties shall be deemed an original, but all of which when taken together shall constitute one agreement.
IN WITNESS WHEREOF, Grantor and Grantee have executed this Facilities Easement Agreement as of the day and year first written above.

GRANTOR

WITNESS/ATTEST: Tara Community Development District 1

By:

Name: 
Name: 
Title: 

WITNESS/ATTEST:

Name: 

STATE OF )
) ss.
COUNTY OF )

The foregoing instrument was acknowledged before me this ___ day of ________, 20___ by _______________________, the ___________________ of Tara Community Development District 1, on behalf of said entity. He/she is personally known to me or has presented ___________________ (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.

________________________ Notary Public
(Print Name)

My commission expires: __________________
IN WITNESS WHEREOF, Grantor and Grantee have executed this Facilities Easement Agreement as of the day and year first written above.

GRANTOR

WITNESS/ATTEST: Tara Master Association, Inc.

Name:________________________
By:________________________
Name________________________
Title:________________________

WITNESS/ATTEST:

________________________
Name:________________________

STATE OF________________________)
) ss.
COUNTY OF________________________)

The foregoing instrument was acknowledged before me this____day of________________________, 201________by________________________, the________________________of Tara Master Association, Inc., on behalf of said entity. He/she is personally known to me or has presented __________________________(type of identification) as identification and did/did not take an oath. Witness my hand and official seal.

________________________ Notary Public
(Print Name)

My commission expires:________________________
IN WITNESS WHEREOF, Grantor and Grantee have executed this Facilities Easement Agreement as of the day and year first written above.

GRANTEES

WITNESS/ATTEST:

Comcast of Colorado/Florida/Michigan/New

By: ____________________________

Name: Amy Smith
Title: Regional Senior Vice President, Florida

WITNESS/ATTEST:

Name: ____________________________

STATE OF ________________________

) ss.

COUNTY OF ________________________

The foregoing instrument was acknowledged before me this _____ day of ____________, 201_ by Amy Smith, the Regional Senior Vice President, Florida Region of Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC, on behalf of said entity. He/She is personally known to me or has presented ______________________ (type of identification) as identification and did did not take an oath.

Witness my hand and official seal.

__________________________
Notary Public
(Print Name)

My Commission expires: ____________
EXHIBIT A
TO FACILITIES EASEMENT AGREEMENT

Legal Description

(see attached)
EXHIBIT B
TO FACILITIES EASEMENT AGREEMENT

Easement Area

(see attached)
FACILITIES EASEMENT AGREEMENT

THIS FACILITIES EASEMENT AGREEMENT ("Agreement") is made and entered into this 1st day of May, 2013 (the "Effective Date") by and between TARA COMMUNITY DEVELOPMENT DISTRICT 1 (the "CDD") with offices at 9530 Marketplace Blvd., Suite 206, Fort Myers, FL 33912 and TARA MASTER ASSOCIATION, INC. with offices at 2025 Lakewood Ranch Blvd, Suite 203 Bradenton, FL 34211 (the "Association" together with the CDD are collectively referred to herein as "Grantor") and COMCAST OF WEST FLORIDA, INC., a Delaware corporation, with offices at 5205 Fruitville Road, Sarasota, Florida 34232, and its successors and assigns ("Grantee").

Recitals

A. Grantor is the fee owner and/or has control over certain common area real property located in Manatee County, Florida, as more particularly shown on Exhibit A attached hereto and incorporated herein by reference (the "Property").

B. Grantee has installed underground and/or above-ground communications, broadband, cable television system or other similar facilities, including, without limitation, lines, cables, amplifiers and other electronic equipment, towers and poles in order to provide broadband communications services to the Property (the "Facilities") on a portion of the Property, as more particularly shown on Exhibit B attached hereto and incorporated herein by reference (the "Easement Area").

C. Grantee has requested, and Grantor has agreed to grant and convey to Grantee, a permanent, non-exclusive easement over, across, under and through the Easement Area for access to, and the installation, construction, operation, maintenance, repair, reconstruction, replacement, or removal of the Facilities, and over and across the Property for pedestrian and vehicular access and ingress to and egress from the Easement Area.

NOW, THEREFORE, in consideration of the recitals set forth above, the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive easement and right of way over, across, under, and through the Easement Area, together with a non-exclusive easement and right of way over, across, under, and through those portions of the Property as are reasonably necessary for Grantee to access the Facilities
and perform such installation, construction, operation, maintenance, repair, reconstruction, replacement, or removal of the Facilities, whether by pedestrian or vehicular access.

2. **Purpose of Agreement.** The easement granted herein is for the purpose of allowing Grantee's employees, agents, and contractors to access, install, construct, operate, maintain, repair, reconstruct, replace or remove the Facilities in order to provide broadband communications services to the Property. Grantee shall not use the Easement Area for any other purpose.

3. **Access.** Grantee shall have access to the Easement Area 24 hours a day, 7 days a week. Grantee's use of the Easement Area may not unreasonably interfere with the use of the Easement Area by the Grantor or the Grantor's employees, agents, residents or visitors.

4. **Equipment.** Certain additional equipment owned by Grantee ("Grantee's Equipment") is located on the Property. Grantee, its employees, agents, and contractors shall have the right to access, operate, maintain, repair, reconstruct, replace or remove Grantee's Equipment. Grantee shall provide reasonable notice to Grantor prior to entry into the Building or the equipment room, except in the event of an emergency, when Grantee shall notify Grantor as soon as practical following such entry. The right of entry into the Building shall be for the sole purpose set forth in this Section 4, and for no other purpose without the prior written consent of Grantor.

5. **Easement Fee.** As consideration for the rights provided to Grantee in this Agreement, Grantee shall pay to Grantor a one-time easement fee of $10.00 (the "Easement Fee") which shall be due and payable within thirty (30) days of full execution of this Agreement. The Easement Fee shall be paid to Grantor at Grantor's address set forth in the first paragraph herein on or before the 1st day of January of each year until such time, if any, that the Grantee exercises its right to abandon the Easement Area pursuant to the provisions of this Agreement. If this Agreement commences on any day other than the first day of a calendar year, or this Agreement is terminated on a day other than the last day of a calendar year, then the Easement Fee will be appropriately prorated. In the event Grantee fails to pay the Easement Fee when due, this Agreement shall not be void or voidable, but rather, Grantor shall provide Grantee with written notice of such failure to pay the Easement Fee and Grantee shall have 90 days from Grantee's receipt of such notice to cure such breach of this Agreement. Should Grantee fail to cure any such breach within 90 days of Grantee's receipt of written notice thereof, Grantor shall be entitled to commence collection proceedings against Grantee, or (ii) terminate this Agreement.

6. **Reservation of Right to Use.** Grantor reserves the right of ownership, use, and occupancy of the Property insofar as said ownership, use, and occupancy does not impair the rights granted to Grantee in this Agreement. However, Grantor shall not use or occupy the Easement Area or the Property in any manner that unreasonably impairs the rights granted to Grantee in this Agreement. Without limiting the foregoing, it is understood
and agreed by Grantor that no building, structure, or other improvements of any kind may be placed by Grantor on the Easement Area; provided, however, that Grantor may install asphalt paving and curbing, cement surface sidewalks and curbs, sod, and other landscaping, turf irrigation lines, and other utility lines on the Easement Area and the Property (the "Improvements"), so long as the same do not unreasonably interfere with the Grantee's use of the Easement Area. Any such improvements on the Easement Area shall not be installed until Grantor has obtained Grantee's prior written consent, which consent shall not be unreasonably withheld or delayed.

7. Repair of Damage. Grantee shall promptly repair any damage to the Easement Area, the Property, or the Grantor Improvements caused by the exercise of Grantee’s or its agents’ rights granted under this Agreement. All damage to the Easement Area caused by Grantor, its agents, or employees shall be the sole responsibility of Grantor, including all maintenance and repair required to the Grantor Improvements.

8. Indemnity. The CDD, to the extent permitted under applicable law, and the Association shall indemnify, defend, and hold Grantee, its parents, subsidiaries, affiliates, directors, officers and employees harmless from and against any liabilities, claims, damages, costs, losses, or expenses arising out of or related to Grantor's (i) use of the Easement Area by it or its agents, employees, contractors, licensees, and invitees; (ii) negligent or willful act or omission; (iii) failure to comply with the terms of this Agreement; or (iv) interference with Grantee’s use and enjoyment of the Easement Area. Grantee shall indemnify, defend and hold Grantor harmless from and against any liability, claims, damages, costs, losses, or expenses arising out of or related to Grantee’s (i) interference with Grantor's use and enjoyment of the Property or of the Easement Area, except as permitted herein; (ii) negligent or willful act or omission; or (iii) failure to comply with the terms of this Agreement.

9. Relinquishment. In the event that Grantee, in its sole discretion, determines that Grantee no longer needs the Easement Area, Grantee may relinquish the rights granted to it under this Agreement by quit-claiming Grantee's interest in the Easement Area to Grantor. Upon such relinquishment, Grantee may, at its option, leave in place all underground Facilities installed on the Easement Area, or may remove the same and repair and restore any damage to the Easement Area and the Property caused by such removal. Notwithstanding the foregoing, this Easement shall automatically expire five (5) years after the Grantee no longer provides any of its services to the Premises.

10. Notices. All notices, demand, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.
If to the CDD:

Tara Community Development District I
7340 Tara Preserve Lane
Bradenton, Florida 34203
Attn.: District Manager

If to the Association:

Tara Master Association, Inc.
c/o Resource Property Management
2025 Lakewood Ranch Blvd., Suite 203
Bradenton, Florida 34211
Attn: Property Manager

With a copy to:

Straley & Robin
1510 W. Cleveland St.
Tampa, FL 33606
Attn: John Vericker, Esq.

Najmy Thompson
Attorneys at Law
1401 8th Avenue West
Bradenton, Florida 34205
Attn: Richard Weller

If to the Grantee:

Comcast of West Florida, Inc.
5205 Fruitville Road
Sarasota, Florida 34232
Attn.: Commercial Development

With a copy to:

Comcast Cable Communications, LLC
One Comcast Center
Philadelphia, PA 19103
Attn: General Counsel
Delivery of any notice shall be deemed to be effective on the date of personal delivery, on the date set forth on the return receipt of registered or certified mail, or on the next business date of delivery to a nationally recognized overnight courier service, as the case may be.

11. **Miscellaneous.** This Agreement constitutes the entire agreement between Grantor and Grantee with respect to the subject matter hereof, and there are no oral or other agreements existing between Grantor and Grantee with respect to the subject matter hereof which are not expressly set forth in this Agreement. This Agreement may be amended, revised, waived, discharged, released or terminated only by a written instrument executed by both parties hereto. All of the provisions of this Agreement shall be binding upon and inure to the benefit of Grantor, Grantee and their respective successors and assigns. The easement granted herein shall run with the land and burden the Property. This Agreement shall be governed by the laws of the State of Florida with venue in Manatee County, Florida.

12. **Dispute Resolution.** All disputes under this Agreement shall be submitted to and settled by arbitration in accordance with the rules of the American Arbitration Association. The parties shall appoint a mutually agreeable arbitrator reasonably familiar with broadband communications systems and services. In the event the parties are unable to agree to a single arbitrator, the dispute shall be submitted to a panel of three (3) arbitrators, one of which shall be reasonably familiar with broadband systems and services. Each party shall appoint an arbitrator and the two arbitrators so appointed shall then select a third arbitrator. The arbitrators shall apply applicable federal laws and regulations and the laws of the jurisdiction in which the Premises are located, without regard to its choice of law principles. The decision of the arbitrators shall be binding and conclusive on all parties involved, and judgment upon their decision may be entered in a court of competent jurisdiction. The prevailing party in any such arbitration shall be entitled to collect from the non-prevailing party all costs of the arbitration, including reasonable attorneys’ fees.

13. **Counterparts.** This Agreement may be executed in counterparts, each of which (or any combination of which) when signed and delivered by all parties shall be deemed an original, but all of which when taken together shall constitute one and the same agreement.
ACKNOWLEDGMENT

TARA MASTER ASSOCIATION, INC.

Beth Bond
Name: Beth Bond
Title: President

STATE OF FLORIDA

COUNTY OF ________________

The foregoing instrument was acknowledged before me this ______ day of ______, 2013, by ______________________ (name), the ______________________ (title) of TARA MASTER ASSOCIATION, INC., on behalf of said entity. He/she is personally known to me or has presented ______________________ (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.

Notary Public

Melanie G. Moran

My commission expires: ________________

{00036595 DOCX}
IN WITNESS WHEREOF, Grantor and Grantee have executed this Facilities Easement Agreement as of the day and year first written above.

WITNESS/ATTEST:

[Signature]
Name: [Name]

ACKNOWLEDGMENT

TARA COMMUNITY DEVELOPMENT DISTRICT 1

[Signature]
Name: [Name]
Chairman of the Board of Supervisors

STATE OF FLORIDA

COUNTY OF [County]

The foregoing instrument was acknowledged before me this 25th day of [Month] 2013, by [Name], the CHAIRMAN OF THE BOARD OF SUPERVISORS OF THE TARA COMMUNITY DEVELOPMENT DISTRICT 1, on behalf of the district. He/she is personally known to me or has presented [Identification] (type of identification) as identification and did not take an oath.

Witness my hand and official seal.

[Notary Seal]

My commission expires: [Expiration Date]

[Notary Public]
[Signature]
(Print Name)
WITNESS/ATTEST:

Lorraine White
Name: Lorraine Hitter

Name: Frances Johnson

STATE OF FLORIDA )
 ) ss.
COUNTY OF Sarasota )

The foregoing instrument was acknowledged before me this 10th day of May, 2013, by Amy Smith, the Regional Sr. VP, FL Region of Comcast of West Florida, Inc., on behalf of the corporation. She is personally known to me and did not take an oath.

Witness my hand and official seal.

[Signature]
Notary Public
My commission expires: 6/13/14

COMCAST OF WEST FLORIDA, INC.

By: [Signature]
Name: 
Title: 

[Signature]
Notary Public
(Print Name)
EXHIBIT A
TO FACILITIES EASEMENT AGREEMENT

LEGAL DESCRIPTION

The Property consists of all properties subjected to the Master Declaration of Covenants, Conditions, Restrictions, and Easements for Tara, as recorded in Official Record Book 1241, Page 1960, as described in this exhibit, and as amended through the Amended and Restated Master Declaration of Covenants, Conditions, Restrictions, and Easements for Tara, as recorded in Official Record Book 1667, Page 5247, as recorded in the Public Records of Manatee County, Florida, and shall include all property subsequently subjected to said documents as they may have been supplemented or amended from time to time.

The Property also consists of the property located at 7340 Tara Preserve Lane, Bradenton, Florida 34203, P.I.D. No. 1731500709, as further described herein.
RADIAL WITH LAST DESCRIBED CURVE, 125.93 FT.; THENCE N 67°35'38" W, 380.15 FT. TO THE P.C. OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 695.00 FT.; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°32'14", A DISTANCE OF 245.39 FT.; THENCE S 21°15'25" E, RADIAL WITH LAST DESCRIBED CURVE, 120.00 FT., TO A POINT ON A CURVE WHOSE RADIUS POINT LIES S 21°13'12" E, 475.00 FT.; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°52'13", A DISTANCE OF 73.54 FT., TO THE P.R.C. OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 425.00 FT.; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 41°15'00", A DISTANCE OF 305.98 FT., TO THE P.T. OF SAID CURVE; THENCE N 78°50'13" W, 985.00 FT., TO THE P.C. OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 725.00 FT.; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°27'15"N, A DISTANCE OF 486.74 FT.; THENCE N 27°10'37" W, RADIAL WITH LAST DESCRIBED CURVE, 120.00 FT., TO A POINT ON A CURVE WHOSE RADIUS POINT LIES S 27°18'37" E, 645.00 FT.; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°02'01", A DISTANCE OF 221.72 FT., TO THE P.T. OF SAID CURVE; THENCE S 47°39'22" W, 654.15 FT.; THENCE S 59°10'09" E, 134.17 FT., TO A POINT ON A CURVE WHOSE RADIUS POINT LIES S 56°33'50" E, 275.00 FT.; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°12'38", A DISTANCE OF 25.03 FT.; THENCE N 59°10'09" W, 192.25 FT.; THENCE N 00°09'22" E, PARALLEL WITH THE WEST LINE OF SAID SECTION 14 AND 42.0 FT. EASTERNLY THEREFROM, A DISTANCE OF 1917.88 FT., TO THE INTERSECTION WITH THE SOUTHERLY R/W OF SAID STATE ROAD NO. 70; THENCE N 89°41'13" W, ALONG SAID SOUTHERLY R/W, 42.00 FT., TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 14, TOWNSHIP 35 S, RANGE 18 E., MANATEE COUNTY, FLORIDA.

CONTAINING 21.41 ACRES MORE OR LESS.

TARA 13368, 8/2/88, WLM: PJB
LEGAL DESCRIPTION: TARA TRANSACTION SEPTEMBER 3, 1985

THOSE PORTIONS OF SECTIONS 13, 14, 23 AND 24, TWP. 35 S., RGE. 18 E., MANATEE COUNTY, FLORIDA LYING SOUTHERLY OF STATE ROAD NO. 70 AND WESTERLY OF STATE ROAD NO. 93 (1-75), MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 14, TWP. 35 S., RGE. 18 E., THENCE S 00°09'22" W., ALONG THE WEST LINE OF SAID SECTION 14, 502.36 FT. TO THE INTERSECTION WITH THE SOUTHERLY R/W OF STATE ROAD NO. 70; FOR A POINT OF BEGINNING; THENCE CONTINUE S 00°09'22" W., ALONG SAID WEST SECTION LINE ON ALSO BEING THE APPROXIMATE CENTERLINE OF "BRADEN RIVER ROAD", 4805.11 FT., TO THE SOUTHWEST CORNER OF SAID SECTION 14, ALSO BEING THE NORTHEAST CORNER OF SECTION 23, TWP 35 S., RGE. 18 E.; THENCE S 00°15'30" E., ALONG THE WEST LINE OF SAID SECTION 23, 1321.33 FT. TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NW 1/4 1/2 OF THE NW 1/4, AND THE EASTERLY EXTENSION THEREOF, 3229.36 FT. TO THE INTERSECTION WITH THE EASTERLY MAINTAINED R/W OF SAID "BRADEN RIVER ROAD" (ALSO KNOWN AS LINGER LODGE ROAD); THENCE S 01°29'59" E., ALONG SAID EASTERNLY MAINTAINED R/W, 1324.58 FT.; THENCE S 01°39'03" E., ALONG SAID EASTERNLY MAINTAINED R/W 1248.50 FT., THENCE S 50°52'01" E., ALONG SAID MAINTAINED R/W 79.43 FT.; THENCE N 89°35'14" W., ALONG THE NORTHERLY MAINTAINED R/W OF SAID "BRADEN RIVER ROAD", 738.21 FT.; THENCE S 80°03'20" W., ALONG SAID MAINTAINED R/W 135.08 FT.; THENCE S 65°54'45" W., ALONG SAID MAINTAINED R/W 40.39 FT. TO THE INTERSECTION WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE SE 1/4 OF SAID SECTION 23, THENCE S 89°23'15" E., ALONG SAID SOUTH LINE, 1505.21 FT., TO THE SOUTHWEST CORNER OF SAID SECTION 23, THENCE S 00°42'53" W., ALONG THE EAST LINE OF SAID SECTION 23, ALSO BEING THE WEST LINE OF SECTION 24, TWP. 35 S., RGE. 18 E., 1324.40 FT. TO THE SOUTHEAST CORNER OF SAID SECTION 23, ALSO BEING THE SOUTHWEST CORNER OF SAID SECTION 24; THENCE S 89°29'10" E., ALONG THE SOUTH LINE OF "BRADEN RIVER ROAD", (ALSO KNOWN AS LINGER LODGE ROAD); THENCE N 00°28'16" E., ALONG THE NORTHERLY D.O.T. R/W OF SAID "BRADEN RIVER ROAD" (ALSO KNOWN AS LINGER LODGE ROAD); THENCE N 83°42'46" E., ALONG THE SOUTHERLY D.O.T. R/W, 88.90 FT., THENCE S 89°32'00" E., ALONG SAID NORTHERLY D.O.T. R/W, 30.24 FT. TO THE EIGHTYN ((N 05°23'00") FT. OF D.O.T. LIMITED ACCESS R/W (160 FT. LEFT OF CENTERLINE CONSTRUCTION BRADEN RIVER ROAD, D.O.T. STA. 25 + 80.24); THENCE CONTINUE S 89°32'00" E., ALONG SAID D.O.T. LIMITED ACCESS R/W, 200.00 FT. TO THE INTERSECTION WITH THE SOUTHERLY D.O.T. LIMITED ACCESS R/W OF STATE ROAD NO. 93 (1-75); THENCE N 00°35'05" E., ALONG SAID LIMITED ACCESS R/W, 637.51 FT., TO THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°36'14", A DISTANCE OF 1493.76 FT. TO THE P.T. OF SAID CURVE; THENCE N 00°35'05" E., ALONG SAID LIMITED ACCESS R/W 1418.11 FT.; THENCE N 00°13'40" E., ALONG SAID LIMITED ACCESS R/W, 899.24 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 5635.58 FT., THENCE RUN NORTHWESTERLY, ALONG SAID LIMITED ACCESS R/W, AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 69°28'53", A DISTANCE OF 637.51 FT. TO THE P.C.C. OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2770.79 FT., THENCE RUN NORTHWESTERLY, ALONG SAID LIMITED ACCESS R/W, AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°00'00", A DISTANCE OF 200.00 FT.; THENCE LEAVING SAID LIMITED ACCESS R/W, RUN S 79°09'18" W., 220.00 FT.; THENCE RUN NORTHWESTERLY, ...
LEGAL DESCRIPTION: TARA TRANSACTION SEPTEMBER 3, 1985

ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 61°00'00"", A DISTANCE OF 234.22 FT. TO THE P.C.C. OF A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 720.00 FT.; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°00'00"", A DISTANCE OF 389.29 FT. TO THE P.R.C. OF A CURVE, CONCAVE TO THE NORTH HAVING A RADIUS OF 967.59 FT.; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°00'00"", A DISTANCE OF 476.40 FT. TO THE P.T. OF SAID CURVE, THENCE N 70°20'03" W, PARALLEL WITH THE CENTERLINE CONSTRUCTION OF STATE ROAD NO. 70 (D.O.T. SECTION 13075-2402), 861.81 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 720.00 FT.; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°26'11"", A DISTANCE OF 307.08 FT. TO THE P.R.C. OF A CURVE, CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 720.00 FT.; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 41°00'00"", A DISTANCE OF 515.22 FT. TO THE P.R.C. OF A CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 720.00 FT.; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°19'23"", A DISTANCE OF 355.92 FT. TO THE P.R.C. OF A CURVE, CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 720.00 FT.; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°46'34"", A DISTANCE OF 147.77 FT. TO THE P.T. OF SAID CURVE; THENCE N 70°20'03" W, PARALLEL WITH THE SOUTHWESTERLY R/W OF STATE ROAD NO. 70, 137.97 FT.; THENCE N 19°39'17" E, PERPENDICULAR WITH SAID SOUTHWESTERLY R/W, 92.51 FT. TO THE P.C. OF A CURVE. CONCAVE TO THE WEST HAVING A RADIUS OF 360.00 FT.; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°00'00"", A DISTANCE OF 219.91 FT. TO THE P.R.C. OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 240.00 FT.; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 70°00'00"", A DISTANCE OF 289.22 FT. TO THE P.R.C. OF A CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 360.00 FT.; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°00'00"", A DISTANCE OF 219.91 FT. TO THE P.T. OF SAID CURVE; THENCE N 19°39'17" E, PERPENDICULAR WITH SAID SOUTHWESTERLY R/W, 219.20 FT. TO THE INTERSECTION WITH THE SOUTHWESTERLY R/W OF STATE ROAD NO. 70 - INTERSTATE 75 INTERCHANGE R/W; A DISTANCE OF 132.21 FT. SOUTH OF CENTERLINE LEFT ROADWAY D.O.T. SECTION 13160-2505), A DISTANCE OF 70.00 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 240.00 FT.; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°00'00"", A DISTANCE OF 146.61 FT. TO THE P.R.C. OF A CURVE, CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 360.00 FT.; THENCE RUN SOUTHWESTERLY AND SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 70°00'00"", A DISTANCE OF 438.82 FT. TO THE P.R.C. OF A CURVE, CONCAVE TO THE WEST HAVING A RADIUS OF 240.00 FT.; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00"", A DISTANCE OF 146.61 FT. TO THE P.T. OF SAID CURVE; THENCE S 19°39'17" W, PERPENDICULAR WITH SAID SOUTHWESTERLY R/W, 92.51 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 25.00 FT.; THENCE RUN NORTHERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00"", A DISTANCE OF 39.27 FT. TO THE P.T. OF SAID CURVE, THENCE N 70°20'03" W, 160.47 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 775.00 FT.; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°47'50"", A DISTANCE OF 91.96 FT. THENCE N 11°23'18" W, 151.37 FT. THENCE N 20°06'37" W, 172.96 FT. THENCE N 40°20'03" W, 135.00 FT. THENCE N 65°41'33" W, 640.00 FT.
LEGAL DESCRIPTION: TARA TRANSACTION SEPTEMBER 3, 1985

THENCE N 29°41'33" W, 490.00 FT.; THENCE S 60°18'27" W, 275.00 FT.; THENCE N 29°41'33" W, 150.00 FT.; THENCE N 89°41'33" W, PARALLEL WITH THE SOUTHERLY R/W OF SAID STATE ROAD NO. 70 AND 400.00 FT. SOUTHERLY THEREFROM, A DISTANCE OF 1675.00 FT. TO THE INTERSECTION WITH THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED ON OFFICIAL RECORDS BOOK 1095, PAGE 1836, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S 04°50'38" E, ALONG THE EASTERLY LINE OF SAID PARCEL 125.65 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 67.00 FT.; THENCE RUN SOUTHWESTERLY, ALONG SAID EASTERLY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 72°16'20", A DISTANCE OF 84.91 FT. TO THE P.C. OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 353.00 FT.; THENCE RUN SOUTHWESTERLY, ALONG THE SOUTHERLY LINE OF SAID PARCEL AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 67°36'29", A DISTANCE OF 416.53 FT. TO THE P.T. OF SAID CURVE; THENCE N 00°09'32" E, PARALLEL WITH THE WEST LINE OF SAID SECTION 14, AND 42.00 FT. EASTERLY THEREFROM, A DISTANCE OF 920.00 FT. TO THE INTERSECTION WITH THE SOUTHERLY R/W OF SAID STATE ROAD NO. 70; THENCE N 89°41'33" W, ALONG SAID SOUTHERLY R/W, 42.00 FT. TO THE POINT OF BEGINNING. BEING AND Lying IN SECTION 13, 14, 23 AND 24, TWP. 35 S., RGE. 18 E., MANATEE COUNTY, FLORIDA.

LESS AND EXCEPT THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1102, PAGE 712, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION: SCHOOL SITE NO. 1

COMMENCE AT THE NORTHWEST CORNER OF SECTION 23, TWP. 35 S., RGE. 18 E.; THENCE S 89°09'51" E, ALONG THE NORTH LINE OF SAID SECTION 23, A DISTANCE OF 2614.28 FT.; THENCE S 00°30'09" W, PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 42.00 FT. TO THE INTERSECTION OF THE SOUTHERLY PROPOSED R/W OF "BRADEN RIVER ROAD", FOR A POINT OF BEGINNING; THENCE CONTINUE S 00°30'09" W, PERPENDICULAR TO SAID NORTH LINE A DISTANCE OF 856.58 FT. MORE OR LESS TO THE CENTERLINE OF A CREEK OR CREEK TRIBUTARY OF THE BRADEN RIVER; THENCE S 85°56'13" E, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 300.00 FT. MORE OR LESS; THENCE N 75°28'04" E, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 215.00 FT. MORE OR LESS TO THE WESTERLY MAINTAINED R/W OF SAID "BRADEN RIVER ROAD"; THENCE N 01°49'29" W, ALONG SAID WESTERLY MAINTAINED R/W, A DISTANCE OF 765.00 FT. MORE OR LESS; THENCE N 47°01'28" W, ALONG SAID MAINTAINED R/W, A DISTANCE OF 119.24 FT. TO A POINT ON THE SOUTHERLY PROPOSED R/W OF "BRADEN RIVER ROAD"; THENCE N 89°29'51" W, ALONG SAID SOUTHERLY R/W, PARALLEL WITH THE NORTH LINE OF SECTION 23 AND 42.00 FT. SOUTHERLY THEREFROM, A DISTANCE OF 387.05 FT. TO THE POINT OF BEGINNING, BEING AND Lying IN SECTION 23, TWP. 35 S., RGE. 18 E., MANATEE COUNTY, FLORIDA, CONTAINING 1004.78 ACRES MORE OR LESS.

3023 - 8/20/85 - JLS/MLB
LEGAL DESCRIPTION: TARA - PARCEL B (FRONTAGE WEST OF TARA BOULEVARD)

COMMENCE AT THE NORTHWEST CORNER OF SECTION 14, TWP. 35 S., RGE. 18 E., THENCE S 09°09'22" W., ALONG THE WEST LINE OF SAID SECTION 14, 502.36 FT. TO THE INTERSECTION WITH THE SOUTHHERLY R/W OF STATE ROAD 70 (132 FT. SOUTH OF CENTERLINE ROADWAY, D.O.T. SECTION 25160.5009 FT.) THENCE S 89°41'33" E., ALONG SAID SOUTHHERLY R/W, 450.00 FT. FOR A POINT OF COMPLETION OF TRANSITION BETWEEN THE SHOULDER AND ROADWAY OF STATE ROAD 70 TO THE INTERSECTION WITH THE SOUTHERLY R/W OF SAID STATE ROAD 70 (1105.31 FT.), TO THE P.C. OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2732.79 FT.; THENCE RUN SOUTH-EASTERLY, ALONG SAID SOUTHERLY R/W, AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°21'15", A DISTANCE OF 925.32 FT. TO THE P.T. OF SAID CURVE; THENCE S 70°20'03" E., ALONG THE SOUTHWESTERLY R/W OF SAID STATE ROAD NO. 70, 739.91 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 17,320.74 FT.; THENCE RUN SOUTHEASTERLY, ALONG SAID SOUTHWESTERLY R/W, AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°04'14", A DISTANCE OF 323.63 FT. TO THE P.R.C. OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 17,086.74 FT.; THENCE RUN SOUTHEASTERLY, ALONG SAID SOUTHWESTERLY R/W, AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°04'14", A DISTANCE OF 318.70 FT. TO THE P.T. OF SAID CURVE; THENCE S 70°20'03" E., ALONG SAID SOUTHWESTERLY R/W, 57.82 FT.; THENCE S 19°59'57" W., PERPENDICULAR WITH SAID R/W, 251.20 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 204.00 FT.; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°00'00", A DISTANCE OF 146.61 FT. TO THE P.R.C. OF A CURVE, CONCAVE TO THE SOUTH HAVING A RADIUS OF 360.00 FT.; THENCE RUN SOUTHWESTERLY AND SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 70°00'00", A DISTANCE OF 439.82 FT. TO THE P.R.C. OF A CURVE, CONCAVE TO THE WEST HAVING A RADIUS OF 240.00 FT.; THENCE RUN SOUTHHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00", A DISTANCE OF 146.61 FT. TO THE P.T. OF SAID CURVE; THENCE S 19°59'57" W., PERPENDICULAR WITH SAID SOUTHWESTERLY R/W, 42.51 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 251.20 FT.; THENCE RUN SOUTHWESTERLY AND SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FT. TO THE P.T. OF SAID CURVE, THENCE N 70°20'03" W., 150.47 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 775.00 FT.; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°47'56", A DISTANCE OF 91.96 FT.; THENCE N 20°00'37" W., 172.26 FT.; THENCE N 65°54'13" W., 680.00 FT.; THENCE S 50°18'27" W., 275.00 FT.; THENCE N 89°41'33" W., PARALLEL WITH THE SOUTHERLY R/W OF SAID STATE ROAD NO. 70 AND 400.00 FT. SOUTHHERLY THEREFROM, A DISTANCE OF 1675.00 FT. TO THE INTERSECTION IN OFFICIAL RECORDS BOOK 1095, PAGE 1836, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N 04°50'38" W., ALONG THE EASTERLY LINE OF SAID PARCEL, 62.42 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°15'49", A DISTANCE OF 363.93 FT.; THENCE N 00°18'27" E., ALONG SAID EASTERLY LINE, 36.00 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 14, TWP. 35 S., RGE. 18 E., MANATEE COUNTY, FLORIDA.

CONTAINING 40.98 ACRES MORE OR LESS.

TOGETHER WITH AND SUBJECT TO A 50 FT. WIDE INGRESS-EGRESS EASEMENT AS DESCRIBED AND RECORD IN OFFICIAL RECORDS BOOK 1095, PAGE 1836, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND FURTHER SUBJECT TO A 10 FT. WIDE F.P.G. Co., EASEMENT ON THE NORTHERLY LINE THEREOF, AND FURTHER SUBJECT TO AN EASEMENT OF GOLF COURSE ENCROACHMENT ALONG THE SOUTH LINE THEREOF.

DATE

JAN L. SKINNER, P.L.S.

FLORIDA CERTIFICATE NO. 3723

R. J. LOMBARDO & ASSOCIATES, INC.
Consulting Engineers, Surveyors & Planners
P. O. Box 188 • 825 • 4th Street • Palmetto, Florida

RJL 0609
DESCRIPTION: TARA - PARCEL C (FRONTAGE EAST OF TARA BOULEVARD)

COMMENCE AT THE NORTHWEST CORNER OF SECTION 14, TWP. 35 S., RGE. 18 E.; THENCE S 09°09'23" W. ALONG THE WEST LINE OF SAID SECTION 14, 502.36 FT. TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTHERLY R/W OF STATE ROAD NO. 70, 132 FT. SOUTH OF CENTERLINE LEFT ROADWAY, D.O.T. SECTION 13075-2402; THENCE S 89°04'13" E., ALONG SAID SOUTHERLY R/W AND WESTERLY EXTENSION THEREOF, 1559.51 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2732.79 FT., THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY R/W, AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°21'30", A DISTANCE OF 925.32 FT. TO THE P.T. OF SAID CURVE, THENCE S 70°20'03" E., ALONG THE SOUTHWESTERLY R/W OF SAID STATE ROAD NO. 70, 739.91 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 17,320.74 FT., THENCE SOUTHEASTERLY, ALONG SAID SOUTHWESTERLY R/W AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°04'14"E., A DISTANCE OF 325.63 FT. TO THE P.R.C. OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 17,056.74 FT.; THENCE SOUTHEASTERLY, ALONG SAID SOUTHWESTERLY R/W, AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°04'14" E., A DISTANCE OF 318.70 FT. TO THE P.T. OF SAID CURVE, THENCE S 70°20'03" E., ALONG SAID SOUTHWESTERLY R/W, 76.82 FT. TO THE BEGINNING OF THE SOUTHWESTERLY R/W OF STATE ROAD NO. 70 - INTERSTATE 75 INTERCHANGE R/W, D.O.T. SECTION 13075-2402; THENCE S 48°46'37" E., ALONG SAID SOUTHWESTERLY R/W, 87.09 FT.; THENCE S 70°20'03" E., ALONG SAID SOUTHWESTERLY R/W, 20.60 FT. FOR A POINT OF BEGINNING; THENCE CONTINUE S 70°20'03" E., ALONG SAID SOUTHWESTERLY R/W, 285.62 FT. TO THE INTERSECTION WITH THE CENTERLINE OF AN EXISTING 150 FT. WIDE FLORIDA POWER & LIGHT COMPANY TRANSMISSION LINE EASEMENT, AS DESCRIBED AND RECORDED IN DEED BOOK 335, PAGES 250 THRU 252, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S 00°21'08" W., ALONG SAID CENTERLINE, 1080.00 FT., TO A POINT ON A CURVE WHOSE RADIUS POINT LIES N 03°05'08" E., 720.80 FT.; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°12'39", A DISTANCE OF 355.92 FT. TO THE P.R.C. OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 720.00 FT.; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°34'53", A DISTANCE OF 147.77 FT. TO THE P.T. OF SAID CURVE; THENCE N 70°20'03" W., PARALLEL WITH THE SOUTHWESTERLY R/W OF SAID STATE ROAD NO. 70, 137.47 FT.; THENCE N 19°39'57" E., PARALLEL TO SAID SOUTHWESTERLY R/W, 92.51 FT. TO THE P.C. OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 360.00 FT.; THENCE RUN NORTHERLY, ALONG THE ARC OF THE P.R.C. OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 219.91 FT.; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°00'00", A DISTANCE OF 219.91 FT.; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 70°00'00", A DISTANCE OF 293.22 FT., TO THE P.R.C. OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 360.00 FT.; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°00'00", A DISTANCE OF 219.91 FT. TO THE P.T. OF SAID CURVE; THENCE N 19°39'57" E., PARALLEL TO SAID SOUTHWESTERLY R/W, 219.20 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 14, TWP. 35 S., RGE. 18 E., MANATEE COUNTY, FLORIDA.

CONTAINING 11.57 ACRES MORE OR LESS.

SUBJECT TO AN 80 FT. WIDE HALF R/W EASEMENT FOR FLORIDA POWER & LIGHT COMPANY TRANSMISSION LINE ALONG THE EAST LINE THEREOF.

R. J. LOMBARDO & ASSOCIATES, INC.
Consulting Engineers, Surveyors & Planners
P. O. Box 188 • 825 • 4th Street West • Palmetto, Florida 33651 • (813) 722-0561 • 749-0600
DESCRIPTION: TARA - COMMERCIAL PARCEL NO. 1

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 13, TWP. 35 S., RGE 18 E., THENCE E., ALONG THE SOUTH LINE OF SAID SECTION 13, 961.56 FT., TO THE INTERSECTION WITH THE WESTERLY LIMITED ACCESS R/W OF STATE ROAD NO. 93 (1-75) (FLORIDA D.O.T. SECTION 13075-2402); THENCE N 00°05'05" E., ALONG SAID WESTERLY LIMITED ACCESS R/W, PARALLEL TO THE CENTERLINE PROJECT OF SAID STATE ROAD NO. 93 (1-75) AND 174.0 FT., WESTERLY THEREFROM, 369.06 FT.; THENCE N 00°13'40" W., ALONG SAID WESTERLY LIMITED ACCESS R/W, 899.24 FT., TO THE P.C. OF A CURVE, CONCave TO THE WEST, HAVING A RADIUS OF 5655.58 FT.; THENCE NORTHERLY, ALONG SAID WESTERLY LIMITED ACCESS R/W AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°28'53", 637.53 FT., TO THE P.C.C. OF A CURVE, CONCave TO THE SOUTHWEST, HAVING A RADIUS OF 2770.79 FT.; THENCE NORTHERLY, ALONG SAID WESTERLY LIMITED ACCESS R/W AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°40'05", 200.00 FT., TO A POINT OF BEGINNING; THENCE CONTINUE NORTHERLY, ALONG SAID LIMITED ACCESS R/W AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°23'52", 647.91 FT., TO THE P.C. OF A CURVE, CONCave TO THE SOUTHWEST, HAVING A RADIUS OF 1339.56 FT.; THENCE NORTHERLY, ALONG SAID LIMITED ACCESS R/W AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°16'38", 988.43 FT., TO THE P.T. OF SAID CURVE; THENCE N 68°31'12" W., ALONG SAID LIMITED ACCESS R/W, 462.42 FT.; THENCE N 70°20'03" W., ALONG SAID LIMITED ACCESS R/W, PARALLEL TO THE CENTERLINE CONSTRUCTION OF STATE ROAD NO. 70 AND 150.0 FT., SOUTHWARDLY THEREFROM, 750.13 FT., TO THE END OF SAID LIMITED ACCESS R/W, TO 150 FT. RIGHT OF CENTERLINE CONSTRUCTION STATION 16 + 34.75 AS PER D.O.T. SECTION 13075-2402 STATE ROAD NO. 70; THENCE N 57°41'15" W., ALONG THE SOUTHWARDLY R/W OF SAID STATE ROAD NO. 70, 138.05 FT.; THENCE N 70°20'03" W., ALONG SAID SOUTHWESTERLY R/W, PARALLEL TO SAID CENTERLINE CONSTRUCTION STATE ROAD NO. 70 AND 120.0 FT., SOUTHWARDLY THEREFROM, 413.38 FT., TO THE INTERSECTION WITH THE CENTERLINE OF AN EXISTING 160 FT. WIDE FLORIDA POWER & LIGHT COMPANY TRANSMISSION LINE EASEMENT, AS RECORDED IN DEED BOOK 333, PAGE 250 THROUGH 252, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S 00°21'08" W., ALONG SAID CENTERLINE, 1060.00 FT., TO A POINT ON A CURVE, WHERE RADIUS POINT LIES S 03°06'08" W., 720.00 FT.; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 41°00'00", 515.22 FT., TO THE P.R.C. OF A CURVE, CONCave TO THE NORTHEAST, HAVING A RADIUS OF 720.00 FT.; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°26'11", 307.08 FT., TO THE P.T. OF SAID CURVE, THENCE S 70°20'03" E., PARALLEL TO THE CENTERLINE CONSTRUCTION OF SAID STATE ROAD NO. 70, 861.81 FT., TO THE P.C. OF A CURVE, CONCave TO THE NORTH, HAVING A RADIUS OF 957.39 FT.; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°39'39", 476.40 FT., TO THE P.R.C. OF A CURVE, CONCave TO THE SOUTH, HAVING A RADIUS OF 720.00 FT.; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°00'00", 339.29 FT., TO THE P.C.C. OF A CURVE, CONCave TO THE SOUTHWEST, HAVING A RADIUS OF 220.00 FT.; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 61°00'00", 234.22 FT., TO THE P.T. OF SAID CURVE, THENCE N 78°08'18" E., RADIAL TO SAID CURVE, 42.00 FT., TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 13 AND 14, TWP. 35 S., RGE. 18 E., MANATEE COUNTY, FLORIDA.

CONTAINING 56.23 ACRES MORE OR LESS.

SUBJECT TO A 20 FT. WIDE FLORIDA POWER & LIGHT COMPANY EASEMENT ALONG THE NORTHERLY AND EASTERLY LINE AND AN 80 FT. WIDE HALF R/W EASEMENT FOR FLORIDA POWER & LIGHT COMPANY TRANSMISSION LINE ALONG THE WEST LINE THEREOF.
DESCRIPTION: TARA - COMMERCIAL PARCEL NO. 1

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 13, TWP. 35 S., RGE 18 E., THENCE S 89°48'03" E., ALONG THE SOUTH LINE OF SAID SECTION 13, 961.56 FT. TO THE INTERSECTION WITH THE WESTERLY LIMITED ACCESS R/W OF STATE ROAD NO. 93 (FLORIDA D.O.T. SECTION 13075-2402); THENCE N 00°35'05" E., ALONG SAID WESTERLY LIMITED ACCESS R/W, PARALLEL TO THE CENTERLINE PROJECT OF SAID STATE ROAD NO. 93 (1-75) AND 174.0 FT. WESTERLY THEREFROM, 356.06 FT.; THENCE N 00°13'40" W., ALONG SAID WESTERLY LIMITED ACCESS R/W, 889.24 FT. TO THE P.C. OF A CURVE, CONCave TO THE WEST, HAVING A RADIUS OF 5435.58 FT.; THENCE NORTHERLY, ALONG SAID WESTERLY LIMITED ACCESS R/W AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°28'53", 637.31 FT. TO THE P.C. OF A CURVE, CONCave TO THE SOUTH, HAVING A RADIUS OF 2770.79 FT.; THENCE NORTHEASTERLY, ALONG SAID WESTERLY LIMITED ACCESS R/W AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°52'32", 547.91 FT. TO THE P.C. OF A CURVE, CONCave TO THE SOUTHWEST, HAVING A RADIUS OF 1339.56 FT.; THENCE NORTHEASTERLY, ALONG SAID LIMITED ACCESS R/W AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°15'38", 988.43 FT. TO THE P.T. OF SAID CURVE; THENCE N 86°31'12" W., ALONG SAID LIMITED ACCESS R/W, 462.42 FT.; THENCE N 70°20'03" W., ALONG SAID LIMITED ACCESS R/W, PARALLEL TO THE CENTERLINE CONSTRUCTION OF STATE ROAD NO. 70 AND 150.0 FT. SOUTHWESTERLY THEREFROM, 750.13 FT. TO THE END OF SAID LIMITED ACCESS R/W, (150 FT. RIGHT OF CENTERLINE CONSTRUCTION STATION 15 + 37.0, AS PER D.O.T. SECTION 13075 2402 STATE ROAD NO. 70); THENCE N 57°48'18" W., ALONG SAID SOUTHWESTERLY R/W OF SAID STATE ROAD NO. 70, 138.05 FT.; THENCE N 70°20'03" W., ALONG SAID SOUTHWESTERLY R/W, PARALLEL TO SAID CENTERLINE CONSTRUCTION STATE ROAD NO. 70 AND 120.0 FT. SOUTHWESTERLY THEREFROM, 413.38 FT. TO THE INTERSECTION WITH THE CENTERLINE OF AN EXISTING 150 FT. WIDE FLORIDA POWER & LIGHT COMPANY TRANSMISSION EASEMENT, AS RECORDED IN DEED BOOK 333, PAGE 250 THROUGH 252, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S 00°21'08" W., ALONG SAID CENTERLINE, 1060.00 FT. TO A POINT ON A CURVE, WHOSE RADIUS POINT LIES S 03°06'08" W., 720.00 FT.; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 41°00'00", 513.22 FT. TO THE P.R.C. OF A CURVE, CONCave TO THE NORTHEAST, HAVING A RADIUS OF 720.00 FT.; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°10'19", 476.40 FT. TO THE P.R.C. OF A CURVE, CONCave TO THE SOUTH, HAVING A RADIUS OF 720.00 FT.; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°06'00", 339.29 FT., TO THE P.C. OF A CURVE, CONCave TO THE SOUTH, HAVING A RADIUS OF 720.00 FT.; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 61°00'00", 234.22 FT. TO THE P.T. OF SAID CURVE, THE N 79°09'18" E. RADIAL TO SAID CURVE, 42.00 FT. TO THE POINT OF BEGINNING, BEING AND LIES IN SECTION 13 AND 14, TWP. 35 S., RGE. 18 E., MANATEE COUNTY, FLORIDA.

CONTAINING 56.23 ACRES MORE OR LESS.

SUBJECT TO A 20 FT. WIDE FLORIDA POWER & LIGHT COMPANY EASEMENT ALONG THE NORTHERLY AND EASTERLY LINE AND AN 80 FT. WIDE HALF R/W EASEMENT FOR FLORIDA POWER & LIGHT COMPANY TRANSMISSION LINE ALONG THE WEST LINE THEREOF.

R. J. LOMBARDO & ASSOCIATES, INC.
Consulting Engineers, Surveyors & Planners
P.O. Box 188, 625 - 4th Street West - Palmetto, Florida 33561 (813) 722-4461 - 748-0600
7340 Tara Preserve Lane
Bradenton, FL 34203
PID 1731500709

DESCRIPTION:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 35 SOUTH, RANGE 18 EAST, SAME BEING THE SOUTHEAST CORNER OF SECTION 14, TOWNSHIP 35 SOUTH, RANGE 18 EAST; THENCE RUN N69°29'51"W ALONG THE SECTION LINE COMMON TO SAID SECTIONS 23 AND 14, A DISTANCE OF 215.88 FT. FOR A POINT OF BEGINNING; THENCE S32°68'44"E, 16.34 FT.; THENCE S60°05'58"W, 124.28 FT.; THENCE S52°03'52"W, 82.19 FT.; THENCE S82°35'20"W, 164.88 FT.; THENCE N30°33'03"W, 103.40 FT.; THENCE N21°48'11"E, 74.86 FT. TO THE INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY OF "TARA PRESERVE LANE", A FIFTY FOOT PUBLIC RIGHT-OF-WAY SHOWN ON "TARA PHASE III, SUBPHASE B", A SUBDIVISION AS RECORDED IN PLAT BOOK 37 PAGES 30 THROUGH 34, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE RUN ALONG SAID SOUTHERLY RIGHT-OF-WAY IN A NORTHEASTERLY DIRECTION BY A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 175.00 FT., A CENTRAL ANGLE OF 54°12'50" AND A CHORD OF N73°30'35"E, 159.48 FT., FOR AN ARC DISTANCE OF 165.59 FT. TO THE P.R.C. OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 175.00 FT.; THENCE RUN NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°23'20", A DISTANCE OF 80.50 FT.; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY RUN, S32°68'44"E, A DISTANCE OF 40.04 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTIONS 14 AND 23, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 1.02 ACRES MORE OR LESS.
EXHIBIT B
TO FACILITIES EASEMENT AGREEMENT

EASEMENT AREA
Exhibit F
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Headwall inset in bank, minor erosion behind and along both sides of headwall
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